

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 15, 2005

Division: County Administration

Bulk Item: Yes X No

Department: County Administration

Staff Contact Person: Debbie Frederick

AGENDA ITEM WORDING:

Approval of Interlocal Agreement and Addendum to Interlocal Agreement between the Monroe County School District, the Monroe County Sheriff's Office and Monroe County Board of County Commissioners to fund the 2005 Summer Recreation Program.

ITEM BACKGROUND:

The Monroe County School District will be responsible for the full operation of the summer program. The District will provide supervised recreational programs during the time period of June 6 – July 8, 2005 at seven sites in the Lower, Middle and Upper Keys. Monroe County shall only be considered to be a supplier of funds and not an active participant in the performance of the Districts obligations under this Agreement.

PREVIOUS RELEVANT BOCC ACTION:

N/A

CONTRACT/AGREEMENT CHANGES:

Addendum to Agreement is to release liability issues from the County.

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: \$120,000

BUDGETED: Yes No

COST TO COUNTY: \$40,000

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:

Debbie Frederick
Debbie L. Frederick, Deputy County Administrator

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Monroe Co. School Bd. Contract #
 Effective Date: 06-06-05
 Expiration Date: 07-08-05

Contract Purpose/Description:

Approval of Interlocal Agreement between the Monroe County School District, Monroe County Sheriff's Office and Monroe County Board of County Commissioners to fund the 2005 Summer Recreation Program.

Contract Manager: Debbie Frederick 4741 Co. Administrator/Stop #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 06-15-05 Agenda Deadline: 05-31-05

CONTRACT COSTS

Total Dollar Value of Contract: \$ 40,000 Current Year Portion: \$ 40,000
 Budgeted? Yes ☐ No ☒ Account Codes: 001 - 03711 - 530490 -
 Grant: \$ - - -
 County Match: \$ - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Debbie Frederick</u>	<u>6/1/05</u>
Risk Management	<u>6-1-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawik</u>	<u>6-1-05</u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Salvatore Zappala</u>	<u>5/31/05</u>
County Attorney	<u>6/1/05</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>Sam Hart</u>	<u>6/1/05</u>

Comments: SHOULD HAVE AN ACKNOWLEDGMENT OF LIABILITY
& 768.28, F.S. An Amendment Is Desirable. - Attached 6/3/05

INTERLOCAL AGREEMENT
Pursuant To
Florida Interlocal Cooperation Act of 1969
(Chapter 163, Florida Statutes)

Agreement effective the 6th day of June, 2005, at Key West, Monroe County, Florida, by and between the School District of Monroe County, Florida (hereinafter the District), and the Sheriff's Office of Monroe County, Florida (hereinafter the Sheriff's Office), and the County of Monroe (hereinafter the County)

Whereas, the District, the Sheriff's Office, and The County desire to provide summer recreational opportunities and services to the youth of Monroe County, Florida; and

Whereas, the Sheriff's Office, and the County do not have the proper facilities or the trained employees to provide summer recreational services; and

Whereas, the District has facilities and trained personnel at its disposal for use in providing summer recreational opportunities and services to the youth of Monroe County; and

Whereas, the cost of operating the summer recreational program should be shared between the Sheriff's Office, The County, and the District;

Whereas, the Sheriff's Office, the County, and the District are the fiscal agents and the District is the administrating agent;

Now, therefore the Sheriff's Office, the County and the District hereby agree as follows:

1. **SERVICES TO BE PROVIDED** - The District agrees to provide supervised recreational programs during the time periods specified and consisting of the activities described, in Schedule A attached hereto. The program sites for provision of these programs shall be as described in the Schedule B hereto.
2. **TRANSPORTATION OF YOUTH** - The District, utilizing District-owned school buses, shall provide transportation opportunities to and from scheduled off-site program locations, as well as to and from the program sites. Pick-up locations and time shall be in accordance with Schedule C hereto.
3. **SUPERVISION OF PROGRAM ACTIVITIES** - The District, utilizing as much as possible district employees, shall provide Program Instructors and Instructor Aides to supervise participants and provide instructional and training activities.
4. **EQUIPMENT AND SUPPLIES** - The District shall be responsible for purchasing the necessary equipment, games and materials, and consumable supplies required for program activities, and the District shall be responsible for storage and distribution of said items as required. The Sheriff's Office and the County will reimburse the District for all equipment and supplies purchased. Subject to limit on the Sheriff's and the

County's total financial obligation of \$40,000 each stated in paragraphs 7 and 8 of this agreement. In no event will the Sheriff's Office or the County be obligated to pay more than \$40,000 as a result of this agreement.

5. **FACILITIES OPERATION** - The District shall be responsible for providing on-site program clerical assistance and informational services during the program's operation hours, and shall have telephonic resources available for both in coming and out going calls.
6. **FIRST AID FACILITIES AND PERSONNEL** - The District, at each program site, shall have available sufficient first aid supplies required for use in attending to minor injuries. Additionally, first aid trained personnel shall be available for attending to minor injuries as may be required.
7. **COMPENSATION TO PROGRAM PERSONNEL:** The District shall be responsible for determining the amounts of compensation, and times for payments, of Instructor Aides, School Bus Operators, and other personnel providing services under this Agreement, District Worker's Compensation coverage through its Insurance Program for these personnel. The director, instructors or instructor aides who are school board employees during the regular school year shall be employed by the District as temporary employees and paid a stipend in accordance with District payroll time periods and procedures. Those employees not employed by the District during the regular school year will be employed through contracted services. The Monroe County Sheriff's Office and the County have agreed to reimbursement the District up to \$40,000.00 each. The District will submit an invoice with supporting documentation to the Monroe County Sheriff's Office, Finance Department, 5525 College Road, Key West, Florida 33040 and The County of Monroe, Finance Department, 500 Whitehead Street, Key West, Florida 33040.
8. **INVOLVEMENT OF THE SHERIFF'S OFFICE:** The Sheriff's Office and The County sole involvement in the performance of this agreement is to reimburse the District at the completion of the program. The Sheriff's Office, The County and the District specifically agree that the District shall be solely responsible for the planning, operation, supervision, control and direction of the program and services contemplated under this Agreement. The intent of this section is that the Sheriff's Office and The County shall only be considered to be a supplier of funds and not an active participant in the performance of the District's obligations under this agreement. The Sheriff's Office and the County will allocate \$40,000 each to fund The 2005 Summer Recreation Program. The Summer Recreation program will run 24 days from June 6th through July 8th.
9. **ACCOUNTING AND INSPECTION** - District shall be responsible for receiving, generating and maintaining documentation in such form and content as may be required by the Office of the Auditor General of Florida in accordance with generally accepted accounting practices. The District shall, from time to time, provide the Sheriff's Office and The County with copies of such documentation and shall permit access by agents or employees of The County and Sheriff's Office to the books, charts of accounts, and

other documents relative to this agreement. The District agrees to assign unique and distinct Project Accounting codes for expenditures made pursuant to this Agreement.

10. **CONSIDERATION** - As consideration for this Agreement, the Sheriff's Office, and the County agrees that (1) the Sheriff's Office and the County will not compete with the District by providing organized Summer Youth Recreation Programs and (2) the Sheriff's Office and the County shall, upon the conclusion of the Summer Youth Recreation Program and within thirty (30) days of the receipt of a complete and correct invoice from the District, pay to the District the sum of all invoices for reimbursement of actual cost to the Summer Youth Program.
11. **USE OF FUNDS** - The District shall expend the funds received hereunder in accordance with Schedule D attached hereto. To the most practical extent possible, Seventy-Four Thousand (\$74,000.00) shall be spent for services and programs sited at Sugarloaf, Big Pine Key and in the Middle and Upper Keys and Forty-two Thousand Dollars (\$42,000.00) shall be spent for services and programs sited in the Lower Keys. Four thousand dollars (\$4,000.00) shall be spent in administrative cost.
12. **NON-RELIANCE BY NON-PARTIES** - No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third party claim or entitlement to or benefit of any service or program contemplated hereunder, and the District, The County and Sheriff's Office agree that neither the District The County nor the Sheriff's Office, or its employees shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals have entitlement or benefits under this Agreement separate and apart, inferior to, or Superior to the community in general or the general target population contemplated in this Agreement.
13. **DISTRICT RESERVATION OF RIGHT TO MODIFY** - The District reserves the right to modify from time to time any of the services or programs contemplated hereunder, but such modifications shall not operate or have the effect of resulting in non-performance of any of the obligations of the District hereunder, nor result in a realignment of budget categories for expenditures in an amount in excess of ten percent (10%) of the cash consideration as a whole received from the Sheriff's Office and The County

**THE DISTRICT SCHOOL BOARD OF
MONROE COUNTY, FLORIDA**

(SEAL)

BY:



5/19/05

Eileen Quinn, Chair

ATTEST:



5/19/05

Randy Acevedo, Superintendent

**THE MONROE COUNTY SHERIFF'S
OFFICE, MONROE COUNTY FLORIDA**

(SEAL)

BY:

Richard Roth, Sheriff

**THE BOARD OF COUNTY COMMISSIONERS,
MONROE COUNTY, FLORIDA**

(SEAL)

BY:

Dixie Spehar, Mayor
Board of County Commissioners

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BY _____
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:



SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date

6/01/05

SCHEDULE A

SUMMER RECREATION ACTIVITIES

(June 6 - July 8 - 5 day per week for 24 days) '

A. *Sports Activities*

- | | | |
|----------------|----------------------|---------------------|
| 1. Aerobics | 7. Creative Movement | 13. Snorkeling |
| 2. Baseball | 8. Football | 14. Softball |
| 3. Basketball | 9. Gymnastics | 15. Soccer |
| 4. Board Games | 10. Weightlifting | 16. Track & Field |
| 5. Bowling | 11. Kickball | 17. Wrestling – TBA |
| 6. Boating | 12. Roller Skating | |

B. Arts and Crafts Activities

- | | | |
|----------------------------|----------------------|-------------------------|
| 1. Beach Buckets | 13. Macaroni Designs | 25. Story Telling |
| 2. Bubble Making | 14. Magic Tricks | 26. Story Telling |
| 3. Ceramics | 15. Mirroring | 27. Stuffed Fish |
| 4. Collage | 16. Movies | 28. Styrofoam Collages |
| 5. Coral Reef Filmstrips | 17. Outside Games | 29. Tempera Painting |
| 6. Dough Art | 18. Pantomime | 30. Textural Painting |
| 7. Flying Machines (paper) | 19. Paper Weaving | 31. Tinfoil Sculptures |
| 8. Group Games | 20. Potato Prints | 32. Tissue Pictures |
| 9. Hand Puppets | 21. Pottery | 33. Underwater Drawings |
| 10. Indian prints | 22. Printing | 34.. Water Colors |
| 11. Joke Telling | 23. Sand Painting | 35. Weed Weaving |
| 12. Kites | 24. Scavenger Hunts | 36. Woven Mobiles |

C. *Computer Related Activities*

D. *Reading Related Activities*

E. *Boating Safety*

SCHEDULE B

SUMMER RECREATION ACTIVITIES

(June 6 - July 8 – 5 days per week for 24 days)

Program Sites

Key West High School Stadium

Poinciana Elementary School

Sugarloaf Elementary/Middle School

Marathon Middle/High School

Key Largo Elementary/Middle School

Plantation Key Elementary/Middle School

Big Pine Key

SCHEDULE C

SUMMER RECREATION ACTIVITIES

(June 6- July 8 – 5 days per week for 24 days)

Bus Transportation Schedule

Upper Keys/Middle Keys - The children that attend summer recreation programs at Key Largo Elementary/Middle School, Plantation Elementary/Middle School, or Marathon Middle/High School will be transported to and from the center by regular summer school buses. The same procedure will be used to take the children home in the afternoon.

Lower Keys - The same arrangements as in the upper keys will be used at Sugarloaf Elementary/Middle School.

Key West - The Key West area children will also be transported to and from Poinciana School by the regular summer school buses.

SCHEDULE D

SUMMER RECREATION ACTIVITIES

(June 6 - July 8- 5 days per week for 24 days)

Funding Expenditures

- | | | |
|----|--|--------------|
| 1. | Salaries: Program Director, Site Directors, Instructors,
Teacher Aides, Student Aides, Clerical | \$111,000.00 |
| 2. | Supplies, Game Materials, Equipment (6 Sites) | \$ 5,000.00 |
| 3. | Filed Trips/Transportation (In and Out of County) | \$ 4,000.00 |

TOTAL: \$120,000.00.

BUDGET SUMMARY

PROJECT # 8457

Key West

Admin Cost	\$ 2,000.00
Salaries	\$ 40,000.00
Supplies	\$ 2,000.00

Total: \$44, 00.00 (37%)

PROJECT # 8457

Sugarloaf, Big Pine, Marathon, Upper Keys

Admin Cost	\$ 2,000.00
Salaries	\$ 69,500.00
Supplies	\$ 2,250.00

Field Trips \$ 3, 2500.00

Total: \$76,000.00 (63%)

SUMMER RECREATION 2005 BUDGET

Total 2005 Funding \$120,000.00

Admin. Cost \$4,000.00

TOTAL FUNDING AVAILABLE \$116,000.00

Key West	\$42,000.00
Big Pine	\$ 4,000.00
Sugarloaf	\$15,000.00
Middle Keys	\$16,000.00
Plantation	\$13,000.00
Key Largo	\$26,000.00

TOTAL INDIVIDUAL BUDGET \$116,000.00

All sites plan to work with 25.1 students to adult ratio. Allocations reflect ratio.
Please include 7.65% FICA in your budget for School Board employees

Schools using crossing guards need to budget \$500.00 for these salaries. (Plantation and Key Largo).

E-mail a copy of your budget for approval to Amber Bosco by May 30 before entering the budget at your school.

2005 Salary Schedule

Instructor (degree)	\$15.04 hr.
Instructor (non degree)	\$11.24 hr.
Teacher Aide (H. S. grad or above)	\$ 8.04 hr.
Teacher Aide (undergraduate)	\$ 6.75 hr.

Recreation Sites will have to input their budget and assign funds to:

Object 0310	Contract for Services
Object 0150	School Board employees
Object 0510	Supplies
Object 0390	Field Trips

ADDENDUM TO INTERLOCAL AGREEMENT BY AND BETWEEN THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA, the SHERIFF'S OFFICE OF MONROE COUNTY, FLORIDA, and the COUNTY OF MONROE, FLORIDA.

As an addendum to the interlocal agreement between these governmental entities for the provision of summer recreational activities, said agreement being effective the 15th day of June, 2005, it is hereby recognized and agreed that no party to the subject agreement has liability for the negligence of another party, the negligence of another party's employees, agents and/or servants, nor is any party to the subject agreement required to indemnify any other party for negligence or to assume liability for the negligence of any other party, and that the liability of any of the parties is subject to Florida Statute §768.28.

**THE DISTRICT SCHOOL BOARD OF
MONROE COUNTY, FLORIDA**

(SEAL)

BY:

Eileen Quinn, Chair

Date

ATTEST:

Randy Acevedo, Superintendent

Date

**THE MONROE COUNTY SHERIFF'S
OFFICE, MONROE COUNTY FLORIDA**

(SEAL)

BY:

Richard Roth, Sheriff

Date

**THE BOARD OF COUNTY COMMISSIONERS,
MONROE COUNTY, FLORIDA**

(SEAL)

BY:

Dixie Spehar, Mayor
Board of County Commissioners

Date

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:


SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date

6/10/05